

## **2020/2021 ACKNOWLEDGMENT AND WAIVER OF LIABILITY**

### **NOTICE AND INSTRUCTIONS FOR COMPLETING THE FRANKLIN TOWNSHIP COMMUNITY CENTER DEPARTMENT OF RECREATION'S ACKNOWLEDGMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY DAMAGES DUE FROM THE ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C & OTHER PANDEMIC ILLNESSES.**

THE ATTACHED WAIVER AFFECTS IMPORTANT LEGAL RIGHTS YOU, YOUR CHILD(REN) AND/OR YOUR OTHER FAMILY MEMBER(S) AND/OR DEPENDENT(S) MAY HAVE IN THE EVENT YOU, YOUR CHILD(REN), AND/OR OTHER FAMILY MEMBER(S)/DEPENDENT(S) BECOME EXPOSED TO, INFECTED WITH, OR SUSTAIN BODILY INJURIES AND/OR PROPERTY DAMAGE FROM HIGHLY CONTAGIOUS VIRUS(ES) AND DISEASES.

#### **I. Background and Purpose**

The FRANKLIN TOWNSHIP and the FRANKLIN TOWNSHIP COMMUNITY CENTER Department of Recreation (hereinafter jointly and separately referred to in the attached WAIVER as the "FRANKLIN TOWNSHIP COMMUNITY CENTER") sponsor(s) and offer(s) to the public the option of participating in or attending a variety of indoor and outdoor physical, social and educational programs and activities, including competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps (collectively referred to hereinafter and in the attached WAIVER as the "RECREATION PROGRAM(S)"). These RECREATION PROGRAM(S) are held on FRANKLIN TOWNSHIP, NJ property and other public and semi-public places that are accessible to large numbers of people on a daily basis.

Due to the ongoing COVID-19 pandemic, and until further notice, any adult age 18 or older wishing to enroll themselves, their child(ren) or any other dependent(s) family members into a FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM, or seeking to otherwise voluntarily participate in a FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM as a coach, counselor, instructor, referee, official, or volunteer, is required to complete, sign and return this WAIVER TO [THE PROGRAM REPRESENTATIVE ACCEPTING ENROLLMENT FORMS] by no later than N/A **2020/2021**, or the enrollment deadline set for the specific RECREATION PROGRAM in which participation/access is sought.

Enrollment and participation in any FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM(S) and permission to access any FRANKLIN TOWNSHIP COMMUNITY CENTER facilities/property and equipment to participate in or use at a RECREATION PROGRAM is expressly conditional on properly completing, signing, and returning this WAIVER in a timely manner.

**Access to and participation in any FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM(S) and/or TOWNSHIP OF FRANKLIN NJ facilities, property and equipment used in a RECREATION PROGRAM may be denied or revoked at any time for failure to properly complete, sign and return this WAIVER.**

#### **II. Acknowledgment of Agreement**

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**ACKNOWLEDGEMENT AND AGREEMENT FOR ASSUMPTION OF ALL RISKS, AND  
WAIVING AND RELEASING ALL CLAIMS FOR PERSONAL INJURIES AND PROPERTY  
DAMAGES DUE FROM AN ACCIDENTAL EXPOSURE TO SARS-CoV-2, COVID-19, MIS-C &  
OTHER PANDEMIC ILLNESSES AT A FRANKLIN TOWNSHIP COMMUNITY CENTER  
RECREATION PROGRAM OR EVENT**

I/WE, \_\_\_\_\_ (hereinafter "I/WE), acknowledge and  
represent that I/WE am/are the parent(s)/legal guardian(s) of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the "PROGRAM PARTICIPANT(S)")

By signing this WAIVER and initialing each page, I/WE acknowledge and agree that I/WE have been provided with, read and fully understand: (i) the Center for Disease Control's ("CDC") and the New Jersey Department of Health's ("NJDOH") information and guidelines for preventing/protecting against, and recognizing the signs and symptoms of, infection for SARS-CoV-2 (the virus that causes COVID-19) and the related illnesses and medical conditions called COVID-19 and Multisystem Inflammatory Syndrome in Children ("MIS-C")(collectively the "PANDEMIC ILLNESSES"); and the FRANKLIN TOWNSHIP COMMUNITY CENTER DEPARTMENT OF RECREATION'S "COVID-19 Operational Plan" for 2020/2021.

I/WE further acknowledge, understand and agree that:

1. The CDC and NJDOH have determined that the PANDEMIC ILLNESSES are highly contagious viruses, diseases and medical conditions.
2. Exposure to or infection from these PANDEMIC ILLNESSES may cause serious permanent bodily injury, including respiratory failure, cardiac arrest, and death in healthy persons of all ages.
3. These PANDEMIC ILLNESSES are new. The standards and recommendations on how to prevent and protect against the risk of exposure to infection and the spread of these PANDEMIC ILLNESSES continues to change as more data becomes available.
4. These PANDEMIC ILLNESSES presently exist and remain prevalent throughout all areas of the State of New Jersey and continue to infect persons and spread throughout all counties and local communities, including the residents of the FRANKLIN TOWNSHIP NJ.
5. These PANDEMIC ILLNESSES have a high probability of spreading to person(s) who are either in direct contact with, or in close proximity to (within about 6 feet or 2 meters) an infected person.
6. The CDC and NJDOH believe these PANDEMIC ILLNESSES are most likely to spread from person to person by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth; and from touching/contacting surfaces on which droplets containing the virus exist.
7. There is no known vaccination(s), immunization(s) or cure for these PANDEMIC ILLNESSES.
8. The CDC and the NJDOH maintain that the best way to prevent and protect against infection and/or spread of these PANDEMIC ILLNESSES is to self-quarantine and to avoid contact with other individuals, large gatherings and spending time in public places and buildings.
9. FRANKLIN TOWNSHIP NJ and the FRANKLIN TOWNSHIP COMMUNITY CENTER DEPARTMENT OF RECREATION ("FRANKLIN TOWNSHIP COMMUNITY CENTER")

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sponsor(s) and offer(s) to the public the option of participating in or attending a variety of indoor and outdoor physical, social and educational programs and activities, including competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps ("RECREATION PROGRAM(S)") which are essential to the social, physical, educational and character development and the mental and physical health of the public.

10. Attending or participating in any FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM poses an inherent risk of infection and a heightened risk of injury from and exposure to these PANDEMIC ILLNESSES regardless of the measures taken by the FRANKLIN TOWNSHIP COMMUNITY CENTER: (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect FRANKLIN TOWNSHIP COMMUNITY CENTER facilities, equipment and public property; and (iii) to discover, contact trace, and quarantine infected persons and/or persons exhibiting signs and symptoms of infection of these PANDEMIC ILLNESSES.
11. Attending and/or participating in a FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM may also increase the risk of exposure to these PANDEMIC ILLNESSES and the further spreading of these PANDEMIC ILLNESSES to other family members, PROGRAM PARTICIPANTS, and third persons.

By signing this WAIVER, I/WE do further acknowledge the contagious nature of these PANDEMIC ILLNESSES, and that an inherent and heightened risk of danger to infection and exposure to these PANDEMIC ILLNESSES exists for all PROGRAM PARTICIPANTS, persons and other participants attending any FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM at this time. I/WE acknowledge and agree to voluntarily assume all risks that I/WE, the PROGRAM PARTICIPANT(S), and our other family member(s) may be exposed to or infected by these PANDEMIC ILLNESSES by attending or participating in any FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/WE understand that the risk of becoming exposed to or infected by these PANDEMIC ILLNESSES at a FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM may result from the actions, omissions or negligence of myself and others, including, but not limited to the FRANKLIN TOWNSHIP NJ officials, officers, employees, and volunteers; and other participants/attendees of the RECREATION PROGRAM and their families.

I/WE, on behalf of ourselves, the PROGRAM PARTICIPANT(S) and the other dependents of my/our household, I/WE voluntarily agree to assume all of the foregoing risks, and do accept sole and complete responsibility for any and all injuries, damage(s) and other losses to the PROGRAM PARTICIPANT(S), my/our other dependent(s), the other members of my/our family, and/or to myself/ourselves for attending or participating in a FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM, including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorneys fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM.

I/WE, on behalf of myself/ourselves, the PROGRAM PARTICIPANT(S), my/our other household members and/or dependents, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, WAIVE AND HOLD HARMLESS TH TOWNSHIP OF FRANKLIN NJ , THE FRANKLIN TOWNSHIP COMMUNITY CENTER DEPARTMENT OF RECREATION, AND EACH OF THE TOWNSHIP OF

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FRANKLIN NJ , OFFICERS, EMPLOYEES AGENTS, VOLUNTEERS AND REPRESENTATIVES FOR AND FROM ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, LIABILITIES, ACTIONS, COSTS AND EXPENSES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATING TO THE ACCIDENTIAL AND/OR NEGLIGENT EXPOSURE TO THESE PANDEMIC ILLNESSES FROM ATTENDING OR PARTICIPATING IN ANY FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM(S).

I/WE UNDERSTAND AND AGREE THAT THIS WAIVER AND RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE TOWNSHIP OF FRANKLIN NJ, THE FRANKLIN TOWNSHIP COMMUNITY CENTER DEPARTMENT OF RECREATION AND THE TOWNSHIP OF FRANKLIN NJ OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND REPRESENTATIVES, REGARDLESS OF WHETHER INFECTION FROM THESE PANDEMIC ILLNESSES OCCUR BEFORE DURING OR AFTER PARTICIPATION AND/OR ATTENDANCE IN ANY FRANKLIN TOWNSHIP COMMUNITY CENTER RECREATION PROGRAM(S).

By signing this agreement, I/WE further acknowledge that I/WE have read and discussed with the PROGRAM PARTICIPANT(S) the provisions of this WAIVER and the dangers and risks associated with attending and/or participating in any of the FRANKLIN TOWNSHIP COMMUNITY CENTER'S RECREATION PROGRAM(S); the PROGRAM PARTICIPANT(S) fully understand(s) and appreciate(s) these dangers and risks; and the PROGRAM PARTICIPANT(S) voluntarily wishes to enroll in, participate and otherwise attend the FRANKLIN TOWNSHIP COMMUNITY CENTER'S RECREATION PROGRAM.

This WAIVER does not supersede, circumvent, or cancel FRANKLIN TOWNSHIP COMMUNITY CENTER Recreation Department's Main Participation Agreement or Rules and Regulations.

If any part of this WAIVER is found by a court of competent jurisdiction to be invalid, the remainder of this WAIVER release from liability shall nevertheless remain in full force and effect and the offending provision or provisions severed here from.

I/WE, have read and accept the terms and conditions of this, and acknowledge and agree that it shall, to the fullest extent allowed by law, be effective upon me, and my respective heirs, personal representatives, and estate.

If Participate is less than 18 years of age:

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Signature of Parent(s)/Guardians

Date

If Participate is 18 years of age or older:

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Signature

Date

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